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|--|------------------------------------|--------------------------|--|---|--|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER WC1SH3 5250-D002 | | PAGE 1 OF 28 | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W912CZ-06-Q-0003 | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME JERRY L SOPER | | | b. TELEPHONE NUMBER (No Collect Calls) 907-384-7235 | | 8. OFFER DUE DATE/LOCAL TIME 17-Oct-2005 10:00 AM 26 Oct 2005 | |
| 9. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA BOX 5-525, BLDG 600, RM B242 FORT RICHARDSON AK 99505-0525 TEL: 907-384-7104 FAX: 907-384-7112/7118 | | CODE W912CZ | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 813110 SIZE STANDARD: \$5.0M | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | |
| | | | | | | 12. DISCOUNT TERMS | | |
| | | | | | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | |
| | | | | | | 13b. RATING | | |
| | | | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | | | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY CODE | | | | |
| 17a. CONTRACTOR/ OFFEROR TEL. | | CODE | | 18a. PAYMENT WILL BE MADE BY CODE | | | | |
| | | FACILITY CODE | | | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | |
| | SEE SCHEDULE | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| | | | | | | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | | |
| | | | | | | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | | | |
| | | | | TEL: EMAIL: | | | | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | | | | PAGE 2 OF 28 |
|---|------------------------------------|------------------------|-----------|---|------------|---|--------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | | |
| | SEE SCHEDULE | | | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | |
| | | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | | 35. AMOUNT VERIFIED CORRECT FOR | | 36. PAYMENT | |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 38. S/R ACCOUNT NUMBER | | 39. S/R VOUCHER NUMBER | | 40. PAID BY | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | | 42a. RECEIVED BY (Print) | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | 41c. DATE | 42b. RECEIVED AT (Location) | | | |
| | | | | 42c. DATE REC'D (YY/MM/DD) | | 42d. TOTAL CONTAINERS | |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|--|----------|------|------------|--------|
| 0001 | Rehearsal FFP Provide for the Catholic Mass Service IAW SOW. | 62 | Each | | |
| NOTE: SUBJECT TO THE AVAILABILITY OF FY06 FUNDING. PURCHASE REQUEST NUMBER: WC1SH3 5250-D002 | | | | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|----------|------|------------|--------|
| 0002 | Sunday Service FFP Provide for the Catholic Mass Service IAW SOW. | 52 | Each | | |
| NOTE: SUBJECT TO THE AVAILABILITY OF FY06 FUNDING. PURCHASE REQUEST NUMBER: WC1SH3 5250-D002 | | | | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0003 | Special Service FFP Provide for the Catholic Mass Service IAW SOW. | 10 | Each | | |

NOTE: SUBJECT TO THE AVAILABILITY OF FY06 FUNDING.
PURCHASE REQUEST NUMBER: WC1SH3 5250-D002

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|--|------|
| 0001 | POP 01-NOV-2005 TO 31-OCT-2006 | N/A | COMMAND CHAPLAIN WALKER, GREG CH (MAJ) POST CHAPEL ATTN: APVR-RCH BLDG 3 FT. RICHARDSON AK 99505-5999 384-6300 FOB: Destination | CHAP |
| 0002 | POP 01-NOV-2005 TO 31-OCT-2006 | N/A | N/A FOB: Destination | |
| 0003 | POP 01-NOV-2005 TO 31-OCT-2006 | N/A | N/A FOB: Destination | |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|---|----------|
| 52.212-4 | Contract Terms and Conditions--Commercial Items | OCT 2003 |
| 52.212-5 (Dev) | Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation) | JUL 2005 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain

information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

-

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [insert telephone number] .

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 813110.

(2) The small business size standard is \$5.0M .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.247-28 CONTRACTOR'S INVOICES (APR 1984)

The Contractor shall submit itemized invoices as instructed by the agency ordering services under this contract. The Contractor shall annotate each invoice with the contract number and other ordering office document identification.

(End of clause)

RCO-AK 0001 CONTACT FOR CONTRACT ADMINISTRATION (Local Clause)

In the event your organization receives a contract as a result of this solicitation, please designate a person whom we may contact for contract administration.

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____

(End of Clause)

RCO-AK 004 HOLIDAYS (Local Clause)

The following federal legal holidays are to be observed in performance of the resulting contract:

New Year's Day (1 January of every year)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday (Friday Preceding Easter Sunday)

Memorial Day (4th Monday in May)
 Independence Day (4th of July each year)
 Labor Day (1st Monday in September)
 Columbus Day (2nd Monday in October)
 Veteran's Day (11th of November each year)
 Thanksgiving (4th Thursday in November)
 Christmas (25th of December each year)

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by United States Government agencies.

(End of clause)

RCO-AK 005 PAYMENT OFFICE POINT OF CONTACT (Local Clause)

The point of contact for any problems associated with the payment of invoices will be Ms. Faith Lehano, Chief Army Alaska Vendor Pay, telephone (808) 472-7750, or Facsimile (808) 472-5826. Customer Service is available by dialing 1-888-222-6950 (toll free) or Facsimile (808)472-5836. The Electronic Funds Transfer Team may be reached by telephone at (808) 472-7776 or 472-7771.

(End of clause)

RCO-AK 006 POST TRAFFIC REGULATION (Local Clause)

All Contractors are advised that it is a violation of a post traffic regulation to exceed 10 miles per hour while passing military personnel in formation, or a military group running or walking along the side of the road. Driving privileges on this installation may be suspended or canceled for violating post traffic regulations or applicable state laws and will not be considered an excusable delay under the contract. Each Contractor must ensure that all of its employees have been informed of this information.

(End of clause)

RCO-AK 008 SERVICE CONTRACT WAGE DETERMINATION (Local Clause)

Department of Labor Wage Determination No. 94-2017 Rev 33 dated 5/23/05 is hereby incorporated and made a part of the resulting contract.

The wages for the different occupations listed in the above referenced Wage Determination are based on various descriptions as defined in the publication entitled, "Service Contract Act Directory of Occupations," issued by the U. S. Department of Labor. This document may be reviewed at the Regional Contracting Office - Alaska, Bldg 600, 2nd Floor, East End, Fort Richardson, Alaska.

(End of Clause)

94-2017 AK, STATEWIDE

WAGE DETERMINATION NO: 94-2017 REV (33) AREA: AK, STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2017
Revision No.: 33
Date Of Revision: 05/23/2005

State: Alaska
Area: Alaska Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I

12.25

01012 - Accounting Clerk II

13.46

01013 - Accounting Clerk III

16.97

01014 - Accounting Clerk IV

19.02

01030 - Court Reporter

17.92

01050 - Dispatcher, Motor Vehicle

17.18

01060 - Document Preparation Clerk

15.39

01070 - Messenger (Courier)

13.11

01090 - Duplicating Machine Operator

13.38

01110 - Film/Tape Librarian

15.27

01115 - General Clerk I

12.27

01116 - General Clerk II

14.80

01117 - General Clerk III

15.56

01118 - General Clerk IV

17.51

01120 - Housing Referral Assistant

18.57

01131 - Key Entry Operator I

12.28

01132 - Key Entry Operator II

17.14

01191 - Order Clerk I
13.94
01192 - Order Clerk II
15.73
01261 - Personnel Assistant (Employment) I
15.35
01262 - Personnel Assistant (Employment) II
17.25
01263 - Personnel Assistant (Employment) III
19.28
01264 - Personnel Assistant (Employment) IV
22.38
01270 - Production Control Clerk
21.31
01290 - Rental Clerk
15.27
01300 - Scheduler, Maintenance
16.01
01311 - Secretary I
16.01
01312 - Secretary II
17.92
01313 - Secretary III
18.57
01314 - Secretary IV
20.88
01315 - Secretary V
22.76
01320 - Service Order Dispatcher
15.37
01341 - Stenographer I
14.27
01342 - Stenographer II
16.03
01400 - Supply Technician
20.88
01420 - Survey Worker (Interviewer)
17.07
01460 - Switchboard Operator-Receptionist
12.54
01510 - Test Examiner
17.92
01520 - Test Proctor
17.92
01531 - Travel Clerk I
13.18
01532 - Travel Clerk II
14.55
01533 - Travel Clerk III
16.08
01611 - Word Processor I
14.36
01612 - Word Processor II
16.23
01613 - Word Processor III
17.57
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
16.45

03041 - Computer Operator I
16.09
03042 - Computer Operator II
17.14
03043 - Computer Operator III
24.42
03044 - Computer Operator IV
25.98
03045 - Computer Operator V
27.62
03071 - Computer Programmer I (1)
22.08
03072 - Computer Programmer II (1)
27.30
03073 - Computer Programmer III (1)
27.62
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
27.62
03102 - Computer Systems Analyst II (1)
27.62
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
16.62
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
22.47
05010 - Automotive Glass Installer
20.51
05040 - Automotive Worker
20.51
05070 - Electrician, Automotive
22.17
05100 - Mobile Equipment Servicer
18.40
05130 - Motor Equipment Metal Mechanic
22.47
05160 - Motor Equipment Metal Worker
20.51
05190 - Motor Vehicle Mechanic
22.47
05220 - Motor Vehicle Mechanic Helper
17.38
05250 - Motor Vehicle Upholstery Worker
20.51
05280 - Motor Vehicle Wrecker
20.51
05310 - Painter, Automotive
21.44
05340 - Radiator Repair Specialist
20.51
05370 - Tire Repairer
17.78
05400 - Transmission Repair Specialist
22.47
07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker
10.30
07010 - Baker
14.50
07041 - Cook I
12.82
07042 - Cook II
14.72
07070 - Dishwasher
10.99
07130 - Meat Cutter
16.33
07250 - Waiter/Waitress
10.83
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
21.44
09040 - Furniture Handler
15.78
09070 - Furniture Refinisher
21.44
09100 - Furniture Refinisher Helper
17.38
09110 - Furniture Repairer, Minor
19.42
09130 - Upholsterer
21.44
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
10.41
11060 - Elevator Operator
11.07
11090 - Gardener
15.93
11121 - House Keeping Aid I
10.69
11122 - House Keeping Aid II
11.99
11150 - Janitor
12.92
11210 - Laborer, Grounds Maintenance
13.26
11240 - Maid or Houseman
10.69
11270 - Pest Controller
16.93
11300 - Refuse Collector
17.26
11330 - Tractor Operator
15.03
11360 - Window Cleaner
14.27
12000 - Health Occupations
12020 - Dental Assistant
15.88
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
19.48
12071 - Licensed Practical Nurse I
14.67

12072 - Licensed Practical Nurse II
16.49
12073 - Licensed Practical Nurse III
18.45
12100 - Medical Assistant
14.93
12130 - Medical Laboratory Technician
18.89
12160 - Medical Record Clerk
14.66
12190 - Medical Record Technician
15.36
12221 - Nursing Assistant I
10.52
12222 - Nursing Assistant II
11.84
12223 - Nursing Assistant III
12.89
12224 - Nursing Assistant IV
14.50
12250 - Pharmacy Technician
15.62
12280 - Phlebotomist
16.49
12311 - Registered Nurse I
22.19
12312 - Registered Nurse II
27.15
12313 - Registered Nurse II, Specialist
27.15
12314 - Registered Nurse III
32.84
12315 - Registered Nurse III, Anesthetist
32.84
12316 - Registered Nurse IV
39.38
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
23.84
13011 - Exhibits Specialist I
21.09
13012 - Exhibits Specialist II
25.29
13013 - Exhibits Specialist III
30.90
13041 - Illustrator I
21.09
13042 - Illustrator II
25.29
13043 - Illustrator III
30.90
13047 - Librarian
22.95
13050 - Library Technician
19.63
13071 - Photographer I
16.79
13072 - Photographer II
21.09

13073 - Photographer III
21.99
13074 - Photographer IV
26.87
13075 - Photographer V
28.25
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
9.64
15030 - Counter Attendant
9.64
15040 - Dry Cleaner
12.29
15070 - Finisher, Flatwork, Machine
9.64
15090 - Presser, Hand
9.64
15100 - Presser, Machine, Drycleaning
9.64
15130 - Presser, Machine, Shirts
9.64
15160 - Presser, Machine, Wearing Apparel, Laundry
9.64
15190 - Sewing Machine Operator
13.17
15220 - Tailor
14.50
15250 - Washer, Machine
10.52
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
23.06
19040 - Tool and Die Maker
28.71
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
24.18
21020 - Material Coordinator
21.31
21030 - Material Expediter
21.31
21040 - Material Handling Laborer
16.29
21050 - Order Filler
13.82
21071 - Forklift Operator
17.80
21080 - Production Line Worker (Food Processing)
17.80
21100 - Shipping/Receiving Clerk
17.20
21130 - Shipping Packer
17.20
21140 - Store Worker I
13.66
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
18.50
21210 - Tools and Parts Attendant
17.80

21400 - Warehouse Specialist
17.80
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
23.71
23040 - Aircraft Mechanic Helper
18.58
23050 - Aircraft Quality Control Inspector
25.10
23060 - Aircraft Servicer
20.76
23070 - Aircraft Worker
21.84
23100 - Appliance Mechanic
23.05
23120 - Bicycle Repairer
17.78
23125 - Cable Splicer
31.61
23130 - Carpenter, Maintenance
23.24
23140 - Carpet Layer
21.64
23160 - Electrician, Maintenance
28.07
23181 - Electronics Technician, Maintenance I
21.21
23182 - Electronics Technician, Maintenance II
30.22
23183 - Electronics Technician, Maintenance III
32.77
23260 - Fabric Worker
20.22
23290 - Fire Alarm System Mechanic
23.52
23310 - Fire Extinguisher Repairer
19.16
23340 - Fuel Distribution System Mechanic
28.42
23370 - General Maintenance Worker
20.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic
23.39
23430 - Heavy Equipment Mechanic
25.13
23440 - Heavy Equipment Operator
27.85
23460 - Instrument Mechanic
24.47
23470 - Laborer
13.51
23500 - Locksmith
22.55
23530 - Machinery Maintenance Mechanic
27.44
23550 - Machinist, Maintenance
23.08
23580 - Maintenance Trades Helper
17.38

23640 - Millwright
24.47
23700 - Office Appliance Repairer
23.05
23740 - Painter, Aircraft
24.52
23760 - Painter, Maintenance
21.45
23790 - Pipefitter, Maintenance
29.11
23800 - Plumber, Maintenance
27.79
23820 - Pneudraulic Systems Mechanic
24.47
23850 - Rigger
24.47
23870 - Scale Mechanic
21.64
23890 - Sheet-Metal Worker, Maintenance
25.83
23910 - Small Engine Mechanic
21.64
23930 - Telecommunication Mechanic I
23.93
23931 - Telecommunication Mechanic II
27.34
23950 - Telephone Lineman
23.93
23960 - Welder, Combination, Maintenance
23.10
23965 - Well Driller
24.47
23970 - Woodcraft Worker
24.47
23980 - Woodworker
20.12
24000 - Personal Needs Occupations
24570 - Child Care Attendant
12.47
24580 - Child Care Center Clerk
15.54
24600 - Chore Aid
11.74
24630 - Homemaker
18.94
25000 - Plant and System Operation Occupations
25010 - Boiler Tender
26.53
25040 - Sewage Plant Operator
23.05
25070 - Stationary Engineer
26.53
25190 - Ventilation Equipment Tender
17.40
25210 - Water Treatment Plant Operator
23.05
27000 - Protective Service Occupations
(not set) - Police Officer
29.17

27004 - Alarm Monitor
17.94
27006 - Corrections Officer
24.74
27010 - Court Security Officer
23.89
27040 - Detention Officer
24.74
27070 - Firefighter
20.42
27101 - Guard I
12.73
27102 - Guard II
15.61
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
21.64
28020 - Hatch Tender
21.64
28030 - Line Handler
21.64
28040 - Stevedore I
25.03
28050 - Stevedore II
27.71
29000 - Technical Occupations
21150 - Graphic Artist
25.25
29010 - Air Traffic Control Specialist, Center (2)
31.49
29011 - Air Traffic Control Specialist, Station (2)
21.71
29012 - Air Traffic Control Specialist, Terminal (2)
23.92
29023 - Archeological Technician I
18.22
29024 - Archeological Technician II
20.48
29025 - Archeological Technician III
25.29
29030 - Cartographic Technician
28.75
29035 - Computer Based Training (CBT) Specialist/ Instructor
30.74
29040 - Civil Engineering Technician
26.62
29061 - Drafter I
17.72
29062 - Drafter II
21.97
29063 - Drafter III
27.28
29064 - Drafter IV
28.75
29081 - Engineering Technician I
20.65
29082 - Engineering Technician II
25.56

29083 - Engineering Technician III
28.25
29084 - Engineering Technician IV
29.45
29085 - Engineering Technician V
31.47
29086 - Engineering Technician VI
37.83
29090 - Environmental Technician
20.12
29100 - Flight Simulator/Instructor (Pilot)
35.35
29160 - Instructor
24.39
29210 - Laboratory Technician
21.99
29240 - Mathematical Technician
28.75
29361 - Paralegal/Legal Assistant I
20.72
29362 - Paralegal/Legal Assistant II
24.45
29363 - Paralegal/Legal Assistant III
29.91
29364 - Paralegal/Legal Assistant IV
36.66
29390 - Photooptics Technician
28.75
29480 - Technical Writer
29.84
29491 - Unexploded Ordnance (UXO) Technician I
20.02
29492 - Unexploded Ordnance (UXO) Technician II
24.22
29493 - Unexploded Ordnance (UXO) Technician III
29.03
29494 - Unexploded (UXO) Safety Escort
20.02
29495 - Unexploded (UXO) Sweep Personnel
20.02
29620 - Weather Observer, Senior (3)
26.72
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
19.09
29622 - Weather Observer, Upper Air (3)
19.09
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver
19.13
31260 - Parking and Lot Attendant
13.19
31290 - Shuttle Bus Driver
17.79
31300 - Taxi Driver
15.74
31361 - Truckdriver, Light Truck
17.79
31362 - Truckdriver, Medium Truck
19.74

31363 - Truckdriver, Heavy Truck
 20.84
 31364 - Truckdriver, Tractor-Trailer
 20.84
 99000 - Miscellaneous Occupations
 99020 - Animal Caretaker
 11.22
 99030 - Cashier
 11.70
 99041 - Carnival Equipment Operator
 14.59
 99042 - Carnival Equipment Repairer
 15.47
 99043 - Carnival Worker
 11.99
 99050 - Desk Clerk
 14.09
 99095 - Embalmer
 20.02
 99300 - Lifeguard
 11.11
 99310 - Mortician
 20.02
 99350 - Park Attendant (Aide)
 13.94
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
 11.55
 99500 - Recreation Specialist
 22.53
 99510 - Recycling Worker
 24.53
 99610 - Sales Clerk
 13.82
 99620 - School Crossing Guard (Crosswalk Attendant)
 14.13
 99630 - Sport Official
 11.11
 99658 - Survey Party Chief (Chief of Party)
 26.44
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
 24.04
 99660 - Surveying Aide
 17.60
 99690 - Swimming Pool Operator
 18.10
 99720 - Vending Machine Attendant
 15.46
 99730 - Vending Machine Repairer
 18.10
 99740 - Vending Machine Repairer Helper
 15.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

RCO-AK 026 SIGNIFICANT EVALUATION FACTORS (Local Provision)

- (a) In selecting the offer most advantageous to the Government, the following factors will be considered:

- (1) Quality / Experience
- (2) Audition / Interview
- (3) Price

(b) Of these three factors, quality is equal in importance to price and audition. The Government is interested in proposals that offer value in meeting the requirements--quality performance with acceptable risk at fair and reasonable prices.

(c) Price will be evaluated using cost and price analysis techniques. In addition, the price must not exceed the Fair Market Price. Fair Market Price as used herein means a price based on reasonable costs under normal competitive conditions and not lowest cost. A contract may not be awarded if the offeror's proposed pricing exceeds the Fair Market Price.

(End of Provision)

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|-------------------------|-------|------|
| | CLIN 0003 Exhibit(s) | 1 | |
| | CLIN 0001 Exhibit(s) | 1 | |
| | CLIN 0002 Exhibit(s) | 1 | |
| Attachment 1 | Catholic Musician SOW | | |
| Attachment 2 | Past Performance Survey | | |